

EXHIBIT 1



GENERAL MOTORS GROUP WORLDWIDE
GENERAL MOTORS CORPORATION
PLEASE REFER TO
CLAUSES FOR RETURN
ADDRESS INFORMATION

932543663

PURCHASE ORDER

1998 MODEL YEAR

NET	PAYMENT TERMS	F.O.B. POINT	F.O.B. TERMS	Z NUMBER	EFFECTIVE DATE	PAGE
25TH PROX	OR NONE/25TH PROX	GRAND BLANC MI	COLLECT	BHBC	11/17/97	1 OF 10

REQUIREMENTS CONTRACT
REVISION

PO/REV NOTES:

THIS REVISION TO ADD PART NUMBER 25160694 TO CONTRACT.
PLANT 02 FACTORY ASSIST. PRICE OF \$ 1.86 HAS BEEN ESTABLISHED AND REPRESENTS AN ESTIMATE BASED ON AN AVERAGE MATERIAL PRICE.
APPROPRIATE ADJUSTMENT WILL BE MADE TO PIECE PRICE, DEPENDING ON FINAL DECISION TO CONSIGN MATERIAL OR ALLOW UNTECH TO PURCHASE DIRECT.
LYNN ARENS 11-5-97

PO/REV CLAUSES:

ACI THE NAO DISBURSEMENT CENTER WILL GENERATE PAYMENT FOR MATERIAL SHIPMENTS FOR PART NUMBERS DETAILED ON YOUR GM CONTRACT AT THE CURRENT CONTRACT UNIT PRICE.

TO FACILITATE PAYMENT

YOU MUST ADHERE TO THE FOLLOWING GUIDELINES:
PACKING SLIPS MUST BE ATTACHED TO EACH SHIPMENT AND INCLUDE THE FOLLOWING DETAIL:

1. P.O. NUMBER PROVIDED BY DELPHI ENERGY & ENGINE MGT SYSTEMS
2. GM PART NUMBER ASSIGNED
3. DESCRIPTION OF ITEM SHIPPED
4. SHIP DATE
5. SHIPPING IDENTIFICATION NUMBER - A UNIQUE PACKING SLIP OR

PRODUCTION SAMPLES TO BE SUBMITTED FOR APPROVAL WHERE INDICATED, IN ACCORDANCE WITH GENERAL MOTORS QUALITY RELIABILITY PRODUCTION PART APPROVAL PROCESS, RPAP, BEFORE PRODUCTION SHIPMENTS ARE MADE.
VENDOR AGREES TO SELL AND VENDEE AGREES TO PURCHASE AT THE PRICE AND UPON AND SUBJECT TO THE TERMS AND CONDITIONS ON THE FACE AND REVERSE SIDE HEREOF, APPROXIMATELY THE PERCENTAGE SHOWN BY THE PART OF THE VENDEE'S REQUIREMENTS OF THE ATTACHED ITEMS FOR THE MODEL YEAR SHOWN, RELEASE AGAINST PURCHASE ORDER, OR D669 REV. 4-75, WHICH IS A PART OF THIS CONTRACT, WILL BE ISSUED AS REQUIRED, SPECIFYING QUANTITIES AND SHIPPING QUANTITIES AND SHIPPING INSTRUCTIONS.

TAX INFORMATION:

NU TECH PLASTICS ENGINEERING
JOHN MAILEY - PRESIDENT
8018 EMBURY ROAD
GRAND BLANC MI 48439

PLAINTIFF'S
EXHIBIT

ALL-STATE LEGAL

BUYER: OFF TRENIA A. TURNER

ACKNOWLEDGED BY
DATE

AUTOMOTIVE COMPONENTS GROUP WORLDWIDE

GENERAL MOTORS CORPORATION
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SHIPS-86NS

NET

PAYMENT TERMS

25TH PROX OR NONE/25TH PROX

F.O.B. POINT

GRAND BLANC

MI

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COLLECT

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BHBC

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6. INVOICE NUMBER FOR EACH SHIPMENT
SHIP FROM DUN AND BRADSTREET NUMBER

DO NOT SEND INVOICES FOR MATERIAL (PRODUCT) SHIPMENTS. THE MATERIAL SHIPPED WILL BE PAID UNDER THE EVALUATED "PRICED" RECEIPT STRATEGY OF NAO DISBURSEMENTS. THE PACKING SLIP NUMBER USED TO IDENTIFY THE SHIPMENT MUST BE A NUMBER YOUR RECEIVABLES CAN USE TO IDENTIFY THE PAYMENT ON YOUR REMITTANCE ADVICE.

PHONE CALLS REGARDING QUANTITY DISCREPANCIES MUST BE DIRECTED TO THE REQUISITIONER.

PHONE CALLS REGARDING PRICE DISCREPANCIES MUST BE DIRECTED TO THE BUYER.

A MONTHLY STATEMENT IS REQUIRED TO BE SENT TO NAO DISBURSEMENTS:

NAO DISBURSEMENTS
DELPHI ENERGY & ENGINE MANAGEMENT SYSTEMS
PO BOX 436037
PONTIAC MI 48343-6037

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TAX INFORMATION:

BUYER:

CFF TRENIA A. TURNER

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PAYMENT TERMS

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25TH PROX OR NONE/25TH PROX

GRAND BLANC MI

F.O.B. POINT

REQUIREMENTS CONTRACT

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ACI

PO/REV CLAUSES:

PLEASE NOTE; FOB TERMS ON THE CONTRACT ARE FREIGHT COLLECT. ALL COMMON CARRIER CHARGES MUST BE SENT COLLECT UNLESS OTHER TERMS ARE NOTED ON THE CONTRACT. NO DISBURSEMENTS WILL NOT PROCESS FREIGHT PAYMENTS DIRECT TO THE SUPPLIER.

UPS "CONSIGNEE BILLING", QUESTIONS SHOULD BE DIRECTED TO UPS BY PHONING 1-800-354-7527. PLEASE HAVE YOUR INDIVIDUAL LOCATION UPS SHIPPER ACCOUNT NUMBER READY WHEN CALLING.

AED

CALL (800) 436-6668 FOR TRANSPORTATION ROUTING INSTRUCTIONS FOR DELPHI ENERGY AND ENGINE MANAGEMENT SYSTEMS SHIPMENTS. THIS SUPERSEDES ANY PREVIOUS ROUTING INSTRUCTION ISSUED.

SELLER SHALL DEMONSTRATE THAT SELLER HAS THE ABILITY TO RECEIVE AND PROCESS ORDERS, FORECASTS, PLANNING AND SHIPPING INFORMATION FOR GENERAL MOTORS AND THEIR CUSTOMERS AND SUPPLIERS, USING EDI AS THE METHOD FOR COMMUNICATION USING ANSI X12 STANDARDS FOR TRANSMISSIONS AND TRANSACTION SETS DEFINED BY THE GENERAL MOTORS CUSTOMER FOR EACH

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BUYER:

CFF TRENIA A. TURNER

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NUMBER MUST APPEAR ON
ALL INVOICES, PACKAGES, PACKING SLIPS,
AND BILLS OF LADING.

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SHIPPING ADDRESS
9325436633

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1998 MODEL YEAR

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PO/REV CLAUSES:

EDI APPLICATION. SELLER SHALL ALSO DEMONSTRATE THE ABILITY TO
GENERATE THE GM 1724, LABEL USING INFORMATION TRANSMITTED IN THE
AIAG ANSI X-12, 862 TRANSACTION SET.

SELLER SHALL PROVIDE COMMON BAR CODED SHIPPING LABELS AS THE MEANS
TO IDENTIFY GOODS FOR SHIPMENT AS DEFINED IN THE "GM 1724 GENERAL
MOTORS SHIPPING PARTS IDENTIFICATION LABEL STANDARDS", PUBLISHED
BY THE SUPPLIER QUALITY ADMINISTRATION, GENERAL MOTORS
PURCHASING.

CAP
INVOICE TO ADDRESS:

NAO DISBURSEMENTS
DELPHI ENERGY & ENGINE MANAGEMENT SYSTEMS
PO BOX 436037
PONTIAC MI 48343-6037

CFL CLAUSE CFL - CORPORATE FORCED LABOR & QUALITY CLAUSE:
SELLER REPRESENTS THAT GOODS PURCHASED UNDER THIS ORDER WERE NOT
PRODUCED WITH FORCED LABOR (AS DEFINED IN 19 U.S.C. 1307) EITHER

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SHANNON BURNS
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PO/REV CLAUSES:

CFL BY SELLER OR SELLER'S SUPPLIERS. SELLER SHALL INDEMNIFY BUYER
AGAINST ANY LIABILITY BUYER MAY INCUR IF THIS REPRESENTATION IS
INCORRECT.

SELLER AGREES TO PARTICIPATE IN BUYER'S SUPPLIER QUALITY AND
DEVELOPMENT PROGRAM(S). IN ADDITION, SELLER SHALL COMPLY WITH
ALL QUALITY REQUIREMENTS AND PROCEDURES SPECIFIED BY BUYER,
AS THE SAME MAY BE REVISED FROM TIME TO TIME, INCLUDING THOSE
APPLICABLE TO SELLER AS SET FORTH IN "QUALITY SYSTEM REQUIREMENTS
QS-9000".

GOVERNING LAW: THIS AGREEMENT AND ALL TRANSACTIONS CONTEMPLATED
HEREUNDER SHALL BE GOVERNED, CONSTRUED AND ENFORCED IN ACCORDANCE
WITH THE LAWS OF THE STATE OF MICHIGAN, UNITED STATES OF AMERICA,
BUT NOT INCLUDING THE UNITED NATIONS CONVENTION ON CONTRACTS FOR
INTERNATIONAL SALES OF GOODS. ANY DISPUTES ARISING UNDER THIS
AGREEMENT SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE
FEDERAL OR STATE COURTS LOCATED IN THE STATE OF MICHIGAN.

SELLER, AND ANY GOODS AND SERVICES SUPPLIED BY SELLER, SHALL BE YEAR
2000 COMPLIANT AND COMPATIBLE, AND SHALL FUNCTION WITHOUT ERROR OR
FAULT IN THE PROCESSING (INCLUDING, BUT NOT LIMITED TO CALCULATING,
MANAGING, MANIPULATING, COMPARING, AND SEQUENCING) OF DATE AND
DATE-RELATED DATA, FOR THE YEARS 2000, AND BEYOND. AT BUYER'S REQUEST,

PRODUCTION SAMPLES TO BE SUBMITTED FOR APPROVAL, WHERE INDICATED, IN ACCORDANCE WITH GENERAL MOTORS QUALITY RELIABILITY PRODUCTION PART APPROVAL
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PO/REV CLAUSES: CFI. SELLER SHALL CERTIFY IN WRITING ITS COMPLIANCE WITH THE FOREGOING.

CT8 (RIGHT TO AUDIT):

GM BUYER RESERVES THE RIGHT TO AUDIT ALL PERTINENT DOCUMENTS
RELATING TO THE GOODS OR SERVICES COVERED BY THIS PURCHASE ORDER
AND IF REQUESTED BY BUYER, SELLER SHALL PROVIDE SUCH DOCUMENTATION
PROMPTLY.

C40 IF MATH DATA IS TO BE UTILIZED FOR THIS ORDER, C4 COMPLIANCE IS
REQUIRED. THE FOLLOWING C4 GUIDELINES SHOULD BE USED IN CONJUNCTION
WITH THE GM SUPPLIER C4 INFORMATION BOOKLET (GM-1825), AS WELL AS ANY
RELATED STATEMENTS OF WORK, STATEMENTS OF REQUIREMENTS, OR OTHER
SPECIFICATIONS DOCUMENTS GOVERNING THE USE OF C4 AND MATH DATA FOR
THIS ORDER.

BUYER'S PREFERENCE IS TO PROVIDE ALL MATH DATA TRANSMISSIONS TO
SELLER IN THE NATIVE FILE FORMAT OF BUYER'S MATH DATA MASTER. IF
NON-STRATEGIC SOFTWARE IS USED, SELLER ASSUMES ALL COSTS ASSOCIATED
WITH ADDITIONAL TRANSLATIONS. IF SELLER IS TO RETURN ANY MATH DATA,
IT MUST BE DATABANKED IN THE NATIVE FILE FORMAT OF THE MATH DATA
MASTER.

SELLER IS RESPONSIBLE FOR THE INSPECTION AND VERIFICATION OF PARTS
TO THE BUYER'S MATH DATA MASTER.

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PO/REV CLAUSES:

C40

IF PORTABLE MATH DATA MEDIA (MAGNETIC TAPES, CASSETTES, OR DISKS) ARE USED, SUCH ITEMS AND ANY COPIES BELONG SOLELY TO BUYER AND MUST BE RETURNED WITHIN 30 DAYS. BUYER'S PORTABLE MATH DATA MEDIA ARE NOT TO BE USED OR STORED ON SELLER'S LIBRARIES.

BUYER DEVELOPED PROPRIETARY PRODUCTIVITY TOOLS (SUCH AS UG/GRIP, USER FUNCTIONS, UNIX SCRIPTS, ETC.) PROVIDED FOR USE IN CONNECTION WITH THIS ORDER, SHALL NOT BE UTILIZED BY SELLER FOR ANY PURPOSE(S) OTHER THAN THIS ORDER. ALL COPIES OF BUYER'S PROPRIETARY PRODUCTIVITY TOOLS ARE TO BE DESTROYED OR RETURNED TO BUYER UPON REQUEST OR AT COMPLETION OF THIS ORDER.

CLAUSE C95 - SERVICE REQUIREMENTS:
IN ACCEPTING A PRODUCTION CONTRACT, SELLER IS RESPONSIBLE FOR MAINTAINING TOOLS TO DRAWING SPECIFICATIONS AND PROVIDING, WHEN SCHEDULED, ANY FUTURE SERVICE REQUIREMENTS FOR CONTRACTED PARTS. TOOLING MUST BE MAINTAINED UNTIL SELLER RECEIVES WRITTEN NOTICE FROM A GM BUYER AUTHORIZING THE MOVEMENT OR SCRAP OF TOOLS.

SELLER AGREES TO PROVIDE ALL INFORMATION NECESSARY FOR BUYER TO COMPLY WITH ALL APPLICABLE LAWS, REGULATIONS AND RELATED LEGAL REPORTING OBLIGATIONS IN THE COUNTRY(IES) OF DESTINATION. SELLER AGREES TO PROVIDE ALL DOCUMENTATION AND/OR ELECTRONIC TRANSACTION

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CFF: TRENTIA A. TURNER

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AUTOMOTIVE COMPONENTS GROUP WORLDWIDE

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PO/REV CLAUSES:

C95 RECORDS TO ALLOW BUYER TO MEET CUSTOMS RELATED OBLIGATIONS, ANY LOCAL CONTENT/ORIGIN REQUIREMENTS, AND TO OBTAIN ALL TARIFF AND TRADE PROGRAM DUTY AVOIDANCE(S) AND/OR REFUND BENEFITS, WHERE APPLICABLE.

SELLER AGREES TO COMPLY WITH THE AUTOMOTIVE INDUSTRY ACTION GROUP'S (AIAG) DOCUMENT AND EDI PROTOCOL AND STANDARDS IN THEIR SUPPLIER INFORMATION KIT FOR US, CANADA, AND MEXICO IMPORTS.

SELLER AGREES TO ASSUME, AND TO INDEMNIFY BUYER AGAINST, ANY AND ALL FINANCIAL RESPONSIBILITY ARISING FROM SELLER'S FAILURE TO COMPLY WITH THESE REQUIREMENTS AND/OR TO SUPPLY BUYER WITH THE INFORMATION REQUIRED TO MEET LEGAL REPORTING OBLIGATIONS, INCLUDING, WITHOUT LIMITATION, ANY FINES, PENALTIES, FORFEITURES, OR COUNSEL FEES, INCURRED OR IMPOSED AS A RESULT OF ACTIONS TAKEN BY THE IMPORTING COUNTRY'S GOVERNMENT.

..... PREMIUM FREIGHT CLAUSE.....
IF SELLER'S ACTS OR OMISSIONS RESULT IN SELLER'S FAILURE TO MEET BUYER'S REQUIREMENTS AND BUYER REQUIRES A MORE EXPEDITIOUS METHOD OF TRANSPORTATION FOR THE GOODS THAN THE TRANSPORTATION METHOD ORIGINALLY SPECIFIED BY BUYER, SELLER SHALL SHIP THE GOODS AS

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PURCHASE ORDER
1998 MODEL YEAR

SHIPMENTS

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25TH PROX

OR NONE/25TH PROX

P.O. NO. 8C934

REV. NO. 002

ISSUE DATE 11/05/97

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PO/REV CLAUSES: C95 EXPEDITIOUSLY AS POSSIBLE AT SELLER'S SOLE EXPENSE.
 SCE SUPPLIER AGREES TO PROVIDE TO GENERAL MOTORS CORPORATION ANY
 COST DATA OR DOCUMENTATION AS REQUESTED BY THE GENERAL MOTORS
 COST ENGINEERING ACTIVITY.

F.O.B. POINT

MI

Z NUMBER

B-HBC

EFFECTIVE DATE

11/17/97

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TAX INFORMATION:

BUYER:

CFF TRENIA, A. TURNER

ACKNOWLEDGED BY

DATE

VENDOR: BHBC NU TECH PLASTICS ENGINEERING

BUYER: CFF TRENIA A. TURNER

PART NUMBER	PART DESCRIPTION	R E A	C E A	POS REQUIRED (CODES)	M T S R	DAILY CAPACITY /HOURS	APRX. % OF BUS.	PRICES EXPENDABLE RETURNABLE	CURR UNIT	DATES EFFECTIVE EXPIRATION	SAMPLE DATE	DRAWING DATE/ NUMBER
25160694	RESERVOIR-F/PMP	X			2 N	14000 16	100	1.86000	USD EACH	11/17/97 07/31/98	11/14/97	03/07/96

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